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W. Va. 525, 82 S. E. 320 (gaming statute, followed by N. I. L.). It is interesting to note that a great commercial state like New York, after a seemingly hopeless conflict in the lower courts, has recently settled the matter in favor of the view that the N. I. L. does not repeal the earlier statute, and gives the holder in due course of such an instrument no protection. *Sabine v. Paine, supra;* see (1918) 28 YALE LAW JOURNAL, 85. It would seem that the instant case represents the majority view, and is perfectly sound.

CARRIERS—NEGLIGENCE—LIABILITY FOR GOODS IMPROPERLY PACKED.—The plaintiff delivered goods for carriage to the defendant railway company, which, to the knowledge of the company, were improperly packed. Owing to the defective packing, the goods were damaged during transit. *Held,* that the railway company was not liable. *Gould v. Southeastern and Chatham Ry.* [1920] 2 K. B. 186.

One of the exceptions to the carrier's common-law liability arises where the injuries are due to the improper packing of the goods. *Carpenter v. Balt. & O. Ry.* (1906, Del. Super. Ct.) 6 Penn. 15, 64 Atl. 252; *Northwestern Marble & Tile Co. v. Williams* (1915) 128 Minn. 514, 151 N. W. 419. That a carrier may reject goods known to be defectively packed is a well settled principle. *Truax v. Phila. W. & B. Ry.* (1873, Del. Super. Ct.) 3 Houst. 233. If the carrier accepts goods without knowledge of the improper packing, the authorities agree that it is relieved of all liability. *Morris v. Wier* (1897) 20 Misc. 586, 46 N. Y. Supp. 413; *Richardson & Sisson v. N. E. Ry.* (1872) L. R. 7 C. P. 75. But where there is no written evidence that the shipper assumes the risk and the carrier accepts goods which it knows are defectively packed or which, by the exercise of reasonable care, it could have observed were improperly packed, there is conflict. Many courts have held that since the carrier had the privilege of rejecting the goods and waived this privilege, then the common-law liability attaches. *Calender-Vanderhoof Co. v. C. B. & Q. Ry.* (1906) 99 Minn. 295, 109 N. W. 402; *Atlantic Coast Line Ry. v. Rice* (1910) 169 Ala. 265, 52 So. 918. Others, on the contrary, have held, in accord with the instant case, that the duty of the carrier is simply to carry the goods in the condition offered. *Goodman v. Oregon Ry. and Nav. Co.* (1892) 22 Ore. 14, 28 Pac. 894; *Ross v. Troy & B. Ry.* (1876) 49 Vt. 364. The burden, however, is on the carrier to show that the injury was due to improper packing and not to any fault on its part. *Union Express Co. v. Graham* (1875) 26 Ohio St. 595. But where both the carrier and the shipper are negligent, the carrier is liable, the negligence of the shipper being considered in mitigation of damages. *McCarthy & Baldwin v. L. & N. Ry.* (1893) 102 Ala. 193, 14 So. 370; *Atlanta W. P. Ry. v. Jacobs Pharmacy Co.* (1910) 135 Ga. 113, 68 S. E. 1039.

CONTRACTS—CONSIDERATION—ACCORD AND SATISFACTION—ACCEPTANCE OF PART MISTAKENLY BELIEVED TO BE THE WHOLE.—The plaintiff, who had insured his store with two companies, surrendered one of his policies for cancellation. Shortly thereafter his store burned. Assuming that the surrender did not operate as a discharge and that both policies were in force, the plaintiff accepted a proportionate share of the loss as a full settlement of his claim on the second policy. Under Rev. St. Neb. 1913, sec. 3208, however, surrender with request for cancellation amounted to a cancellation. The plaintiff sued for the difference between the proportion paid and the agreed amount of the loss, all of which was due under the policy issued by the defendant company. *Held,* that the plaintiff might recover. *Johnson v. St. Paul Fire and Marine Ins. Co.* (1920, Neb.) 178 N. W. 926.

It seems well settled that a payment of a smaller sum in satisfaction of a larger, past-due, liquidated indebtedness does not discharge the debt. *Foakes v. Beers* (1884, H. L.) L. R. 9 A. C. 605; *Hoidale v. Wood* (1904) 93 Minn. 190, 100 N. W.